



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding CITY2CITY REAL ESTATE SERVICES
INC and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, RP, FFT

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenants applied for:

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice) pursuant to section 46;
- an order requiring the landlord to carry out repairs, pursuant to section 32; and
- an authorization to recover the filing fee for this application, under section 72.

Applicants JM and SR (the tenant) and the respondent, represented by AM (the landlord), attended the hearing. The tenants represented tenant JR. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing all the parties were clearly informed of the Rules of Procedure, including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11, which prohibits the recording of a dispute resolution hearing. All the parties confirmed they understood the Rules of Procedure.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5,000.00."

Settlement

Pursuant to section 63 of the Act, an arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues listed in this application for dispute resolution:

1. The Notice dated March 01, 2023 is cancelled. The tenancy will continue until ended in accordance with the Act.
2. The tenants will pay the amount of \$10,244.11 for the balance of the February rent (\$2,744.11), March (\$3,000.00) and April 2023 rent (\$3,000.00) and \$1,500.00 for a pet damage deposit by April 28, 2023.
3. The tenant is authorized to have one dog as a pet, limited to 30 pounds.
4. The landlord may serve a new ten day notice to end tenancy if the tenant does not pay the monetary order by April 28, 2023 and/or a one month notice to end tenancy for cause, per section 47(1)(a) of the Act.
5. The tenants are at liberty to submit an application for an order requiring the landlord to carry out repairs.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the tenants and the landlord and as discussed with them during the hearing, I issue the attached monetary order ordering the tenants to pay the landlord \$10,244.11 by April 28, 2023. The monetary order may be served if the tenants default on the payment. If the tenants fail to comply with the order the landlord may file the order in the Provincial Court (Small Claims) to be enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 20, 2023

Residential Tenancy Branch